

## REMARKS

Claims 1, 2, and 4-7 are pending in this application, with claims 1 and 5-7 being independent. Claims 5-7 have been previously withdrawn, and claims 3 and 8 have been canceled. Claim 1 has been amended. Care has been taken to avoid the introduction of new matter. Favorable reconsideration of the application in light of the following comments is respectfully solicited.

### *Claim Rejections – 35 U.S.C. § 103*

Claims 1-4 and 8 were rejected under 35 U.S.C. § 103(a) as being unpatentable over PCT Application Publication Number WO 01/67365 (“Bahri”). Applicant respectfully traverses this rejection because Bahri, at a minimum, fails to describe or suggest a proxy fee settlement system characterized in that an advertisement distribution contract signed by a financial institution or service agent and a partner is a contract per operation terminal such as an automatic teller machine in an advertisement distribution request area, a collective contract signed by a plurality of stores in a shopping district, and a local area contract tailored to the installation areas of operation terminals such as automatic teller machines.

Bahri discloses a system for providing, via an Automated Teller Machine (“ATM”), Internet enabled information and transaction services. *See e.g.*, Bahri at Abstract. To this end and in one implementation, the system provides redeemable credits or points, to ATM users, thereby enabling enhanced use of ATM devices. *See e.g.*, Bahri at page 4, lines 9-10. This aspect apparently links ATM transactions to consumer rewards whereby ATM users can earn points for ATM transactions, which can be immediately or subsequently redeemed for product and services. *See e.g.*, Bahri at page 4, lines 11-12.

The Office Action asserts that Bahri discloses the above-recited feature in Abstract; page 1, line 5 to page 6, line 2; and page 24, line 6 to page 26, line 31. Applicant disagrees. From the relied upon portions of Bahri, it may be possible to conclude that Bahri suggests an existence of some kind of advertisement contract between the alleged financial institution and the alleged partner distributing advertisement. However, there is not indication that the advertisement contract is an advertisement distribution contract, and certainly there is no indication or suggestion that the advertisement distribution contract is a contract per operation terminal such as an automatic teller machine in an advertisement distribution request area, a collective contract signed by a plurality of stores in a shopping district, and a local area contract tailored to the installation areas of operation terminals such as automatic teller machines, as recited in claim 1.

To illustrate further, in the relied upon portion, Bahri describes that advertisers pay fees to the alleged financial institution for participating in the methodology implemented by Bahri's invention. *See e.g.*, Bahri at page 25, lines 12-13. In particular, advertisers pay an advertising fee in exchange for advertising on the ATM. *See e.g.*, Bahri at page 25, lines 15-16. As such, in the relied upon portion, Bahri at best describes an advertisement contract allowing advertisement for a specified fee, and it does not describe or suggest an advertisement distribution contract, where the advertisement distribution contract includes a contract per operation terminal such as an automatic teller machine in an advertisement distribution request area, a collective contract signed by a plurality of stores in a shopping district, and a local area contract tailored to the installation areas of operation terminals such as automatic teller machines, as recited in claim 1.

For at least the foregoing reasons, Applicant respectfully requests reconsideration and withdrawal of the rejection of claim 1.

**Dependent Claims**

Under Federal Circuit guidelines, a dependent claim is nonobvious if the independent claim upon which it depends is allowable because all the limitations of the independent claim are contained in the dependent claims, *Hartness International Inc. v. Simplimatic Engineering Co.*, 819 F.2d at 1100, 1108 (Fed. Cir. 1987). Because claim 1 is allowable for the reasons set forth above, it is respectfully submitted that all claims dependent thereon are also allowable. In addition, it is respectfully submitted that the dependent claims are allowable based on their own merits by adding novel and non-obvious features to the combination.

Based on the foregoing, it is respectfully submitted that all pending claims are patentable over the cited prior art. Therefore, it is respectfully requested that the rejection under § 103 be withdrawn.

**Conclusion**


Accordingly, it is believed that all pending claims are now in condition for allowance. Applicant therefore respectfully requests an early and favorable reconsideration and allowance of this application. If there are any outstanding issues which might be resolved by an interview or an Examiner's amendment, the Examiner is invited to call Applicant's representative at the telephone number shown below.

**Application No.: 10/613,032**

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 500417 and please credit any excess fees to such deposit account.

Respectfully submitted,

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